

A b s t r a c t o f T i t l e

T o

Lot Ten (10) in Block One Hundred and Two (102) of
the Plat of Brackett's first Addition to Edmonds, being a part
of Lot Two (2) in Section Twenty-four (24), Township Twenty-seven
(27), North of Range Three (3) East of the Willamette meridian,
situate in Snohomish County, Washington.

ANDERSON GUARANTEE ABSTRACT COMPANY,
Everett, Washington.

Inst No. ✓

Office No, 528.

United States.

to

Pleasant H. Ewell.

Patent.

Certificate No. 337.

Dated Oct. 10, 1888.

Filed Nov. 9, 1881, 10 A.M.

Vol. 3 Deeds, page 683.

Grants: Lots 1 and 2, of Sec. 23, and Lot 2, and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24, Twp. 27 N of R 3 E., containing 140.75 acres, in Olympia Land District, in Washington Territory, subject to any vested and accrued water, mining, agricultural and other right as provided by law.

By the President, Andrew Johnson.

By E. D. Neil, Secretary.

(Seal of the General Land Office).

Recorded Vol. 2, page 38.

N. Granger.

Recorder General Land Office.

Inst No. 3

Office No. 42.

P. H. Ewell, and Sarah T.
Ewell, his wife.
to
Moris E. Frost, Jacob D.
Fowler and Natt B. Fowler.

Warranty Deed.
Dated Mch. 25, 1870.
Filed May 10, 1870.
Vol. A Deeds, page 197.
Con. 200.

First party grants, bargains, sells and conveys unto second party, heirs and assigns lands in Snohomish County, Washington Territory, described as:-

Lots 1 and 2 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24, Twp. 27 N of R 3 E., containing 140.75 acres.

Covenants of general warranty.

Ack. April 25, 1870, before H. A. Johnson, Justice of the Peace for Marion County, Oregon.

Sarah T. Ewell examined separately.

Rev. 50p.

Inst. No. 4

Office No. 455.

P. H. Ewell, and Sarah
T. Ewell, his wife.

to
Morris H. Frost, Jacob
D. Fowler, Natt B. Fowler.

Warranty Deed.

Dated March 25, 1870.

Filed Feb. 5, 1889, 8.40 P.M.

Vol. 7 Deeds, page 513.

Con. \$200.

First party bargains, sells and conveys unto second party,
heirs and assigns lands in Snohomish County, Washington Territory,
described as:-

Lots 1 and 2 of Section 23; Lot 2 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24,
Twp. 27 N R 3 E., :

Covenants of general warranty.

Ack. April 25, 1870 before H. A. Johnson, Justice of the
Peace in and for Marion County, Oregon.

Wife acknowledged separately.

Certificate of Magistracy by F. J. Babcock, Clerk of the County
Court of Marion County, Oregon.

(Seal).

Dated Feb. 1, 1889.

Rev. 50¢.

Inst. No. 5

Office No. 243.

George Brackett.

Affidavit.

To

Filed Mch. 31, 1908, 8.13 a m.

The Public.

Vol. 28, Misc. page 300.

Affiant deposes and says: that he is the same George Brackett who originally platted the townsite of the town and city of Edmonds; that Joseph McCarty, described in deeds recorded on page 453 of Vol. 1, and on page 530 of Vol. 1, of the deed records of Snohomish County, Washington, was a bachelor at all times and dates mentioned in said deeds.

That Pleasant E. Ewell who obtained title to the said townsite by patent recorded in Vol. 3 of Deeds page 683, of the said records, is the same person as P. H. Ewell, who conveyed the land therein described by deeds recorded in Vol. "A" of Deeds page 197 and in Vol. 7 of Deeds, page 513 said records.

That Jacob D. Fowler who is one of the grantees in those certain deeds recorded on page 197 of Vol. "A" and page 153 of Vol. 7 of deeds, is the same person as J. D. Fowler, who conveyed certain lands by deed recorded on page 529 of Vol. 1 of deeds records of said County.

That James H. Gephart, described as grantor in the deed records on page 337 of Vol. 40 of Deeds, records of said County, and in the deed recorded on page 276 of Vol. 56 of deeds of said county and who is described as grantor in that certain deed recorded on page 592 of Vol. 52 of Deeds, was at all the dates mentioned in said deeds a bachelor, single and unmarried.

Subscribed and sworn to Mch. 24, 1908, before Zophar Howell 3rd., a Notary Public in and for Washington, residing at Edmonds.

(Seal, Com. Ex. Oct. 29, 1910)

6 IN THE PROBATE COURT OF THE COUNTY OF SNOHOMISH,
WASHINGTON TERRITORY.

In the Matter of the Estate)
of)
Nat B. Fowler, Deceased.)

Case No. O. S. 10.

LETTERS OF ADMINISTRATION: Filed May 6, 1873; M. H. Frost is hereby appointed administrator of the estate of Nat B. Fowler, deceased.

Witness E. C. Ferguson, Clerk of the Probate Court of The County of Snohomish with the seal of the Court affixed the 6th day of May, A. D. 1873.

By Order of the Court.

(Seal of Probate Court).

E. C. Ferguson, Clerk.
(Properly verified).

(ADMINISTRATORS BOND: Filed May 6, 1873; in the sum of \$2000.00 and signed by Morris H. Frost, C. D. Smith and James Long).

(INVENTORY: Filed June 13, 1873; George Thompson, Daniel Hines and Henry C. Vining, appointed Appraisers of said estate. "The equal and undivided one third of one hundred and forty eight acres at

(\$2.50) Two Dollars and fifty cts. per acre	\$123.66
One Ballard Breech loading rifle	\$18.00
One Double barrell fowling piece	\$20.00
One Trunk	\$ 3.00
	\$164.66

The above appraisement is returned to me.

M. H. Frost, Administrator".

PETITION OF M. H. FROST FOR SALE OF PROPERTY: Filed Apr. 13, 1874; The undersigned administrator of the estate of Natt B. Fowler late of Snohomish County, would respectfully represent that there will not be sufficient means arising from the sale of personal property belonging to said estate, to pay expenses of administration and to pay for the land clame of said estate lying in Sec. 15 T 27 N R 6 E when the time comes for so doing which will be in August next ensuing. I would therefore respectfully petition the Honorable Court for an order to sell that portion of real estate lying in Sec. 23, T 27 N R 3 E containing 48 acres or thereabouts the same bein the equal and indevided one third of the tracts known as the Ewell Clame and your petitioner as in duty bound will ever pray.

Mukilteo March 23, 1874.

Morris H. Frost.

PETITION OF M. H. FROST FOR EXTENSION OF TIME: Filed May 5, 1874; The undersigned administrator of the estate Natt B. Fowler, late of said County would respectfully petition the Hon. Court for an extension of time in order to close up the administration affairs of said estate and would also petition your Honor for an order to sell and dispose of so much of said estate real and personal as may be necessary to meete the liabilities there of and to defay the expenses of proving up and paying for the land claim of said Natt B. Fowler in Section 15 T 27 N. R. 6 E at the land office at Olympia,

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when the time shall arrive for such proving.

And your petitioner will ever pray.

M. H. Frost, Administrator

AMOUNT OF PROPERTY SOLD AS PER ORDERS OF PROBATE COURT:

Filed -----; Amount of property sold at auction by order of the Hon. Probate Court of Snohomish County, Sept. 1st, 1874 at Mukilteo according to publication.

By ---- The equal and undivided one third of 141 acres of land in Sections 23 and 24 T 27 N R 3 E being 47 acres at \$3.00 per acre Sold to Jos. McCarty highest bidder \$141.

One double barrel fowlin piece sold to Jacob D. Fowler, highest Bider \$20.

One Ballard Breech loading rifle J. D. F. \$10.

One traveling trunk J. D. Fowler \$ 3.

Total \$174.00.

By 14 Tons and 300 lbs of hay at qualeo farm, sold at private sale by order of Court to B. F. Streatch at \$11.00 per ton. \$155.65.

Total. - - - - - \$329.65

AFFIDAVIT OF PUBLICATION: Filed -----,
Territory of Washington)

ss

County of King)

S. L. Maxwell, being duly sworn, says that he is the Printer and Publisher of the WEEKLY INTELLIGENCER, a weekly newspaper, published in the City of Seattle, County and Territory aforesaid, and that the Notice of the Estate of Nat B. Fowler, Deceased of which the annexed is a true copy, has been published in said newspaper weekly for five successive weeks, commencing on the 30th day of May, A. D. 1874, and ending on the 27th day of June, A. D. 1874.

S. A. Maxwell.

Subscribed and sworn to before me this 7th day of July, A. D. 1874.

S. J. Combs, Notary Public.

IN THE PROBATE COURT OF THE COUNTY OF SNOHOMISH,
WASHINGTON TERRITORY.

In the Matter of the Estate of
Nat B. Fowler, Deceased.

It appearing to the said Court by the petition this day presented and filed by M. H. Frost, the administrator of the estate of Nat. B. Fowler, deceased, praying for an order of sale of real estate, to-wit: The undivided one-third of Lots No. 1 and 2 in Sec. 23 and SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 24 in Township No. 27 north of Range No. 3 East, containing 141 acres, more or less, that it is necessary to sell said real estate, to pay the outstanding debts against the deceased.

It is ordered that all persons interested in the estate of said deceased, appear before the said Probate Court on MONDAY the 6th day of July, A. D. 1874, at 11 o'clock A.M. to show cause, if any they have, why an order should not be granted to said Administrator, to sell the said real estate.

And, it is further ordered that a copy of this order be published, at least, four successive weeks in the INTELLIGENCER, a weekly newspaper published at Seattle, King County, W. T.

Dated May 5, 1874.

Royal Haskell, Probate Judge.

Snohomish County, ss:

I, E. C. Ferguson, Clerk of the Probate Court of Snohomish

No. O. S. 10 -----3.

County, do hereby certify that the foregoing is a true copy of an order duly made and entered upon the minutes of said Probate Court.

Witness my hand and the seal of said Court, this 20th day of May A. D. 1874, (Seal).

E. C. Ferguson, Clerk.

my30-4w.

AFFIDAVIT OF ADMINISTRATOR FOR APPRAISERS: Filed -----; A return of the appraisers appointed by this court to appraise the property of Nat B. Fowler, deceased, having been made to this Court upon the 10th day of May 1873.

Now comes M. H. Frost administrator of said estate and under oath says that there is still further estate to be appraised, situate in another part of the County and in order to save expenses I ask that other appraisers be appointed to appraise said further estate.

M. H. Frost, administrator.

ORDER TO ADVERTISE AND SELL THE ESTATE OF NATT B. FOWLER AS THE LAW DIRECTS: Filed-----.

RETURN OF SALE OF REAL ESTATE: Filed Sep. 20, 1874; The equal and undivided one third of 140 75-100 acres of land, known and described as follows:

Lots 1 and 2 in S 23 and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of S 24 T 27 N of R 3 E sold to Joseph McCarty for Three dollars per acre amounting to

1 Double Barrel fowling piece	\$141.00
1 Ballard Breech Loading rifle	\$ 20.00
1 Travelling trunk	\$ 10.00
	\$ 3.00
	<u>\$174.00.</u>

14 tons and 300 lbs Hay sold to B. F. Streach at private sale for \$11 per ton at the barn on the premises at Qualeo \$155.65.
\$327.65.

M. H. Frost, Administrator of the estate of Natt B. Fowler upon his oath says that the above is a true account of property sold by him and the amount obtained therefor Sept. 1st, 1874.

M. H. Frost.

ORDER CONFIRMING SALE OF REAL ESTATE: Filed Oct. 27, 1874; An order having been made by this Court on the 6th day of July A. D. 1874 authorizing M. H. Frost the Administrator of the estate of Nat B. Fowler deceased to sell certain real estate belonging to said estate and afterwards to-wit on the 26th day of October A. D. 1874 said day being a day of a regular term thereof said administrator having made to this court and filed in the office of the Clerk thereof a return of his proceedings under the said order of sale and duly returned to this court an account of sales and this court having examined the said return and it appearing to the satisfaction of this court that in pursuance of said Order of sale said administrator caused notice of the time and place of holding such sale to be posted as the law directs.

That at the time and place of holding such sale specified in said notice to-wit on the 1st day of September A. D. 1874 between the hour of Nine o'clock in the Morning and the setting of the sun of the same day to-wit at one o'clock in the town of Mukilteo,

Snohomish County, Washington, he sold in one parcel at public auction to the highest bidder upon the following terms to-wit for cash gold coin and subject to confirmation by this court the whole of the real estate described in said Order of sale and in said Notice to-wit: All that certain lot piece or parcel of land situate lying and being in said County of Snohomish, Washington Territory and described as follows to-wit. The undivided one third of Lots One (1) and Two (2) in Section twenty three (23) and the Southwest quarter of Northwest quarter and Northwest quarter of southwest quarter of section twenty four (24) in Township number twenty seven (27) north of range numbered three (3) east containing 141 acres, more or less.

That at such sale Joseph McCarty became the purchaser of said real estate for the sum of One Hundred and forty one (141) dollars gold coin, he being the highest and best bidder and said sum being the highest and best sum bid.

That the said sale was legally made and fairly conducted that the sum bid is not disproportionate to the value of the property sold and that a sum exceeding such bid at least ten per cent exclusive of the expence of a new sale cannot be obtained.

And that the said administrator in all things proceeded and conducted and managed said sale as by the statute in such case made and provided.

And no person interested in said estate or otherwise having filed or made any objection to the confirmation of said sale and no good reason appearing to this Court why the said sale should not be confirmed.

It is hereby Ordered adjourned and decreed that the said sale be and the same is hereby confirmed and approved and declared valid.

And the proper and legal conveyances of said real estate are hereby directed to be executed to said purchaser.

Dated October 26th, 1874.

R. Haskell, Probate Judge.

ORDER FOR SALE OF PERSONAL PROPERTY: Filed -----; Application having been made to the Judge of this Court by the petition in writing of M. H. Frost the Administrator of the Estate of Nat B. Fowler deceased, filed on the 5th day of Mar. A. D. 1874 for an Order to sell the personal property belonging to said estate and it appearing to the satisfaction of this court that it is necessary to sell the personal property belonging to said estate, it is hereby Ordered, adjudged and decreed that the said administrator sell all the personal property belonging to said estate at private sale and for the highest prices he can get. And it is further ordered that the said Administrator return to this court an account of sales verified by his affidavit.

Witness Hon. Royal Haskell Judge of the said Probate Court this 20th day of May, A. D. 1874.

Attest my hand and the seal of said Court the day and year last above written.

E. C. Ferguson, Clerk.

PETITION OF MORRIS H. FROST AND OTHERS FOR LETTERS OF ADMINISTRATION ON THE ESTATE OF NATHANIEL B. FOWLER: Filed May 6, 1873. To the Hon. Royal Haskell, Judge of the Probate Court of Snohomish

County, Washington Territory.

Your petitioners Morris H. Frost and others, respectfully showeth that Nathaniel B. Fowler a resident of Mukilteo in the County aforesaid died on the twenty ninth day of January, 1873, intestate, leaving estate in said county of Snohomish real and personal. That he was a single man, having heirs living in the State of New York, Vermont and California, and Washington Territory, as will more fully appear in the affidavit hereunto annexed, that his property consists of real and personal estate, worth about the sum of One Thousand Dollars \$1000.00 and that the same is subject to administration, that due diligence has been used and search made and no testamentary documents having been found, it is believed that he died without a will, your petitioners therefore pray your Honour to appoint Morris H. Frost administrator of the said estate of Nathaniel B. Fowler.

Mukilteo May 2, 1873.

Morris H. Frost, H. C. Vinning, J. D. Fowler.

Morris H. Frost of Mukilteo, Snohomish County, the person named in the above petition for administrator on the estate of Matt B. Fowler on his oath saith. That from knowledge obtained of Jacob D. Fowler one of the heirs the estate and Brother of the said Matt B. Fowler that the brothers and sisters of Matt B. Fowler and heirs direct of his estate live in the following to-wit: Jacob D. Fowler at Mukilteo, Snohomish County, Wash. Try. Mrs. Jane Hosmer at San Francisco, California, Mrs. Phoebe V. Cornell, at New York City, George P. Fowler at Hyde Park, Dutchess County, New York, Mrs. Hattie M. Marshall at Poughkeepsie, Dutchess County, New York, Mrs. J. W. Heevmans at Salt Point, Dutchess County, New York, and H. K. Fowler at Manchester, Vermont.

Subscribed and sworn to before me this 2nd day of May, A. D. 1873.

H. C. Vining.

Notary Public, Washington Ter.

CITATION: Filed -----; The People of the United States C-o M. H. Frost, Greeting. By order of this Court you are hereby cited and required to appear before the Judge of this Court at the Court room thereof at Snohomish City, Washington Territory on Monday the 27th day of April, A. D. 1874, at 11 o'clock in the forenoon of that day then and there to show cause if any you have why you have not made any report or showing to this court in relation to the above named estate.

Witness the Hon. Royal Haskel Judge of our Probate Court in and for the County of Snohomish, Territory of Washington with the seal of said court affixed this 16th day of March A. D. 1874.

E. C. Ferguson, Clerk.

APPRAISEMENT OF THE ESTATE OF MATT B. FOWLER: Filed Apr. 25, 1874; 1873 property at qualio, \$751.; 47 acres of land being 1-3 of the P. H. Ewell Tract T. 27 N.R.3 East, Sec. 23 and 24, appraised at \$2.50 per acre, \$117.; Property at Mukilteo ---; 1 Ballard rifle, \$18.; 1 Double Barrel Fowling piece, \$20.; 1 Travelling trunk, \$3.00; Total appraisement \$908.00.

Mukilteo April 26, 1874.

M. H. Frost, Administrator.

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Inst. No. 7

Office No. 228.

Morris H. Frost, Administrator of
Estate of Nat B. Fowler, Dec'd.

Administrators' Deed.

To

Dated Dec. 29, 1874.
Filed Dec. 29, 1874, 2.45 p m.
Vol. 1, Deeds, page 453.
Con. \$141.

Joseph McCarty.

First party conveys unto second party, heirs and assigns, lands in
in Snohomish County, Washington Territory, described as:

The undivided one third interest in Lots 1 and 2 of Sec. 23,
and SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 all in Twp. 27 N of R 3 E.
W. T.

Ack. Dec. 29, 1874, before Eldridge Morse, a Notary Public in
and for Snohomish County, Washington Territory, by said Administrator.
(Seal)

As endorsement to the preceding deed it is recited that on Tuesday
May 5th, 1874, an adjournment day of the regular April term of the
Probate Court of Snohomish County, Washington Territory, there appeared
upon the records of said Court the following in relation to the sale
of the real estate of N. B. Fowler, deceased. After having authoriz-
ed M. H. Frost the administrator of said estate to sell the personal
property of said estate to wit: "It also appeared to the Judge of
said Court by the petition this day presented and filed by M. H.
Frost the administrator of the estate of Nat B. Fowler, deceased,
praying for an order to sell the real estate, that it was necessary
to sell the whole of said real estate in order to pay the debts
outstanding against the deceased and expenses and charges of admin-
istration:"

It is therefore ordered by the Court that all persons interested in
the estate of said deceased appear before said Court on Monday, the
6th day of July, 1874 at 11 o'clock A. M. at the Court Room of said
County of Snohomish, in Snohomish City, W. T. to show cause why an
order should not be made to said administrator to sell the real
estate of said deceased, and that a copy of this order be published
at least four weeks successive weeks in the "Intelligencer", a newspaper
printed and published at Seattle, King County, W. T.

Dated May 5, 1874.

(Signed) R. Haskell, Probate Judge.

Sheet No. 10

On the 6th day of July 1874, being the day set, the court after due consideration, decreed that as there was no objections in writing or otherwise to an order being granted to the administrator, M. N. Frost to sell the property of N. B. Fowler, dec'd, and no person appearing to show cause why such order should not be made, the court ordered that the administrator M. N. Frost, proceed to sell all the property of said deceased according to law, and make due return of such sale to the Court.

Signed, R. Haskell, Probate Judge.

On the 26th day of Oct. 1874 the Court confirmed the sale of said real estate, the said administrator having made to the court and filed in the office of the Clerk thereof, a return of his proceedings under said order of sale and duly returned to said Court an account of the sales; the court having examined the same, and it also appeared to the court that said administrator caused notice to be published as to time and place of holding such sale as required by law:

That at the time for holding such sale specified in said notice, to-wit: Sept. 1, 1874, between the hours of 9 o'clock and 1 o'clock p.m. in the town of Mukilteo, Snohomish County, Washington Territory said administrator sold at public auction to the highest and best bidder for cash, gold coin of the U. S. the real estate specified in said order and notice of sale as per above deed; that at such sale Joseph McCarty became the purchaser of said real estate for the sum of \$141. being the highest and best bidder; that said sale was legally made and fairly conducted; that said bid was not disproportionate to the value of the property sold; that said administrator proceeded in all things and conducted said sale as by the statutes in such cases made and provided; and no person having filed or made any objection to the confirmation of said sale, and no good reason appearing to this Court why said sale should not be confirmed it was decreed that said sale be confirmed and declared valid; and that proper legal conveyance of said real estate are hereby directed to be executed to said purchaser.

Dated Oct. 26, 1874.

R. Haskell, Probate Judge.

Inst. No. 8

Office No. 269.

Joseph McCarty.

Warranty Deed.

To

Dated Jan. 30, 1875.

Maurice H. Frost.

Filed May 31, 1875 - -.

Vol. 1, Deeds, page 530.

Con. \$141.

First party grants, bargains, sells, and conveys unto second party, heirs and assigns, lands in Snohomish County, Washington Territory, described as:

The undivided one third interest in and to Lots 1 and 2, in Sec. 23 and $SW\frac{1}{4}$ of $NW\frac{1}{4}$ and $NW\frac{1}{4}$ of $SW\frac{1}{4}$ of Sec. 24 Twp. 27 N of R 3 E. W. H. containing 141 acres, more or less.

Covenants of general warranty.

Ack. Jan. 30, 1875, before A. Mackintosh, a Notary Public in and for King County, Washington Territory. (Seal)

Inst. No. 9

Office No. 121.

Milton Densmore.
to
The Public

Affidavit.
Filed Sept. 4, 1890, 1.25 P.M.
Vol. 6 Misc. page 499.

Affiant states that he was well acquainted with Joseph McCarty grantor in a deed recorded in Vol. 1 of Deeds, page 530, records of Snohomish County, Washington and wherein Morris H. Frost was grantee, conveying lands in said County, described as:-

The undivided one third interest in and to Lot 2 of Sec. 23 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 Twp. 27 N of R 3 E, and that at the time of execution of said deed said Joseph McCarty was a single man.

Subscribed and sworn to Aug. 30, 1890, before N. H. Ames, a Notary Public in and for Washington, residing at Seattle.

(S e a l).

Inst. No. 10

Office No. 268.

J. D. Fowler, and
Mary Fowler, his wife..

Warranty Deed.
Dated Dec. 8, 1874.
Filed May 31, 1875.

To

Morris H. Frost.

Vol. 1 Deeds, page 529.
Consideration \$200.

First party grants, bargains, sells and conveys unto second party, heirs and assigns, lands in Snohomish County, Washington Territory, described as:

An undivided one third interest in and to Lots 1 and 2 in Sec. 23 and SW $\frac{1}{4}$ of NW $\frac{1}{4}$ and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 Twp. 27 N of R 3 E.

Covenants of general warranty.

Ack. Dec. 9, 1874, before H. C. Vining, a Notary Public in and for Washington Territory, by Jacob D. Fowler and Mary Fowler, his wife. (Seal.) Wife examined separately.

Inst. No. 11

Office No. 326.

Morris H. Frost.

To

Deed.

Dated Nov. 27, 1875.

Filed Feb. 21, 1876, 9 a. m.

Vol 1. Deeds, page 632.

Con. \$800.

George Brackett.

First party grants, bargains, sells and conveys unto second party, heirs and assigns, lands in Snohomish County, Washington Territory, described as:

Lots 1 and 2 of Sec. 23, and Lot 2 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 all in Twp. 27 N of R 3 E. W. 1.

Covenants of general warranty against those claiming by, through or under first party only.

Ack. Nov. 27, 1875, before Peter McLaughlin, a Notary Public in and for King County, Washington Territory. (Seal)

On Margin of record is: "Homestead entered Nov. 8, 1881."

Inst. No. 12

Office No. 299.

William Brown.

Affidavit.

To

Filed July 11, 1902, 3.30 p m.

The Public.

Vol. 16, Misc. page 505.

Affiant states that he knew personally Morris H. Frost for two and one half years previous to his death which was in 1879, and that said Morris H. Frost was a single man from 1877 untill his death in 1879.

Subscriber and sworn to July 11, 1902, before W. P. Bell,
a Notary Public in and for Washington, residing at Snohomish.

(Seal, Com. Ex. Mch. 16, 1906)

Sheet No. 16

Inst. No. 13

Office No. 61.

David Kellogg.

Affidavit.

To

Filed April 24, 1895, 12.35 p m

The Public.

Vol. 10 Misc. page 432.

Affiant states that he has known Morris H. Frost since 1863, and up to the time of his death that he never knew of said Morris H. Frost to be a married man or of his having a family.

Subscribed and sworn to Mch. 21, 1895, before C. J. Andruss,
a Notary Public in and for Washington, residing at Seattle.
(Seal, Com. Ex. Oct. 23, 1895)

17

Inst. No. 14

Office No. 60.

Arthur A. Denny.

Affidavit.

To

Filed April 24, 1895, 12.35 p m.

The Public.

Vol. 10, Misc. page 432.

Recites that in the matter of lands in Snohomish County, Washington, and the title thereto, lands described as: Beginning at a point 1626 - - 10 inches north 75° E from the meander post corner on the beach at Mukilteo, on the 7th Standard Parallel at the Southwest corner of Lot 1, Sec. 33, Twp. 29 N of R 4 E. and running thence as follows; N 15° E to the Government meander line on the beach at Mukilteo, thence westerly along said meander line to a point N 15° W from the place of beginning, thence south 15° E to place of beginning, same being a portion of Lot 1, Sec. 35 Twp. 29 N of R 4 E. W. .

The affiant states that he has lived in King County, Washington, since 1852; that he knew Morris H. Frost grantor of the aforesaid lands, continuously since 1854 and up to the time of his death, and that he never knew the said Morris H. Frost to be a married man or a man having a family.

Subscribed and sworn to Mch. 31, 1895, before C. J. Andruss, a Notary Public in and for Washington, residing at Seattle. (Seal, Com. Ex. Oct. 23, 1895)

Inst. No. 15

Office No. 122.

Angus Mackintosh.

Affidavit.

to
The Public.

Filed Sept. 4, 1890, 1.25 p.m.
Vol. 6 Misc. page 500.

Affiant states that he was well acquainted with Morris H. Frost in his life time and that Morris H. Frost is the same person named in a deed as grantee, recorded in Vol. 1 of Deeds, page 530 records of Snohomish County, Washington, and as grantor in a deed to George Brackett conveying lands in said County described as:-

Lot 2 of Sec. 23, and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24, Twp. 27 N. of R. 3 E. W.M. as of record in Vol. 1 of Deeds, page 632 records of said County and said Morris H. Frost was single, as affiant verily believes.

Subscribed and sworn to Aug. 15, 1890, before N. H. Ames a Notary Public in and for Washington, residing at Seattle.

(S E A L).

19

Inst. No. 16

Office No. 27.

George Brackett.

Affidavit.

To

Filed Aug. 17, 1908, 3.56 p m.

The Public.

Vol. 30, Misc. page 24.

George Brackett, being first duly sworn according to law, deposes and says; that he was personally acquainted with Joseph McCarty, who was the grantee named in an Administrator's Deed, in which Morris H. Frost, as Administrator for the Estate of Mat B. Fowler, Dec'd. was the grantor, said deed bearing date of Dec. 29, 1874, recorded in Vol. 1 of Deeds, page 453, records of Snohomish County, Washington, and that affiant well and truly knows that said Joseph McCarty was a single man at the time he was named grantee in the above mentioned Deed.

Subscribed and sworn to Nov. 30, 1907, before Zophar Howell 3rd.
a Notary Public in and for Washington, residing at Edmonds.

(Seal, Com. Ex. Oct. 29, 1910)

Inst. No. 17

Office No. 155.

Alexander Spithill.

Affidavit.

To

Filed Oct. 25, 1907, 3.45 p m.

The Public.

Vol. 29, Misc. page 247.

Affiant states; That he has been a resident of the Territory of Washington and of the State of Washington for more than fifty years last past; that he knew personally Morris H. Frost, a resident of the town of Mukilteo in Snohomish County, Washington, and that at the various times while Morris H. Frost resided in said place he was the owner of certain lands in and about the said Town of Mukilteo, and of Edmonds, and that he conveyed the said lands by mistake or inadvertance as Maurice H. Frost, Morrish H. Frost and Morris Frost and that the said Morris H. Frost was the same person who executed the various deeds as shown by the records of Snohomish County, Washington as above indicated, erroneously as Maurice H. Frost Morrish H. Frost and Morris Frost and that the said Morris H. Frost was a widower during the entire time that he resided in the said Territory of Washington and up to and including the day of his death.

Subscribed and sworn to Oct. 24, 1907, before Theodore
Anderson, a Notary Public in and for Washington, residing at Everett.
Seal, Com. Ex. Tsch. 20, 1910)

18
Inst. No. _____

Office No. 64.

Poster & Barron, by Addison Potter;
being J. T. Barron and Addison Potter.

Contract.

To

Dated Sept. 20, 1887.
Filed Sept. 22, 1887, 8 a m.

George Brackett.

Vol. 5, Misc. page 527.

Recites that first party is to build a saw mill adjoining the Wharf at Edmonds, and also a shingle mill each in first class shape, and also agrees to operate said mills and begin to manufacture lumber and shingles within one year. First party also agrees to build a railroad from said saw mill and from salt water in an easterly direction over second party's lands to be used for logging purposes and also to extend said railroad when needed.

Second party in consideration of the foregoing agrees to sell all the timber on the lands owned by him granting ten years in which to remove said timber on agreed terms as follows: the said second party further agrees and covenants that said first party is to have and to hold the land upon which said mill is situated together with sufficient lands for mill yard and purposes that will inure to said parties of the first part for the free and easy use of said mill and right of way for said railroad over said lands so long as the same are operated as saw mills and so long as the other is operated as a railroad. The heirs and executors of each party is bound by the terms hereof.

Ack. Sept. 20, 1887, before H. H. Ames, a Notary Public in and for Washington Territory in King County. (Seal)

Inst. No. 10

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON IN AND FOR
SNOHOMISH COUNTY.

William Hulbert, Plaintiff.

Vs.

George Brackett, Defendant.

No. 991.

Verdict.

Filed April 1, 1893.

Vol. 3, Judgments, page 10.

We the jury in the above entitled action, find for the plaintiff,
in the sum of Two Hundred Nineteen and 85/100 Dollars.

J. D. Barnes, Foreman.

Now on this 31st. day of March, 1893, upon motion of the plaintiff
for judgment upon said verdict, it appeared to the satisfaction of the
Court that the time within which a motion for a new trial could be
made, has expired and no motion or notice of motion for said new trial
has been made or filed herein, and the Court being in all things fully
advised in the premises: It is considered, ordered and adjudged that
the said motion be granted and that the plaintiff have and re-
cover from said defendant the sum of \$219.85 with interest thereon at
10% per annum from the 28th day of March, 1893, and costs and dis-
bursements of this action and let execution issue therefor.

John C. Denney, Judge.

In st. No. 20

Office No. 382.

George Brackett, and
Etta E. his wife.

To

Jane C. Agard.

Mortgage.

Dated June 21, 1886.

Filed June 21, 1886, 7.30 p m.

Vol. 3, Mtgs. page 832.

Mortgages lands in Snohomish County, Washington Territory,
described as:

Lot 2 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 and NE $\frac{1}{4}$ of Sec. 24, and
Lots 1 and 2 in Sec. 23, Twp. 27 N of R 3 E. W. M. save and except
the Townsite of Edmonds, of 8 acres, more or less, and being a portion
of Lot 2 Sec. 23 and a portion of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 Twp. 27 N of
R 3 E.

To secure the payment of \$1500.

Properly executed.

Inst. No. 21

Office No. 164.

Jane C. Agard.

Release.

To

Dated Jan. 19, 1889.
Filed Jan. 21, 1889, 5.30 p m.
Vol. 5, Mtgs. page 240.
Con. \$1500.

George Brackett, and
Etta E., his wife.

Certifies that a mortgage executed by George Brackett and Etta E. Brackett, his wife, to said Jane C. Agard, to secure the payment of \$1500. dated June 21, 1886, recorded in Vol. 3 of Mtgs. page 832, upon the premises therein described as:

Lot 2 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$, and NE $\frac{1}{4}$ of Sec. 24, and Lots 1 and 2 of Sec. 23, all in Twp. 27 N of R 3 E. W. M. excepting the townsite of Edmonds, containing 8 acres, more or less, and being a portion of Lot 2 Sec. 23, and of NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 Twp. 27 N of R 3 E. W. M. situate in Snohomish County, Washington Territory, is fully paid, satisfied and discharged.

Ack. Jan. 21, 1889, before Edmund Bowden, a Notary Public in and for King County, Washington Territory. (Seal.)

25

Inst. No. 22

Office No. 154.

George Brackett, and
Etta E. his wife.

To

Mortgage.

Dated Jan. 18, 1889.

Filed Jan. 21, 1889, 5.30 p m.

Vol. 5, Mtgs. page 241.

Lombard Investment Company.

Mortgages lands in Snohomish County, Washington Territory, described as:

NE $\frac{1}{4}$; W $\frac{1}{2}$ of SE $\frac{1}{4}$, Lot 2 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24; Lots 1 and 2 of Sec. 23 all in Twp. 27 N of R 3 E. W. M. excepting the townsite of Edmonds, containing 8 acres, more or less, and being a portion of Lot 2 of Sec. 23 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24 Twp. 27 N of R 3 E. W. M containing in all 372.75 acres.

To secure the payment of \$5000.

Properly executed.

Inst. No. 23

Office No. 85.

Lombard Investment Company, by its
Vice President and Presiding Member,
James L. Lombard.

Release.

Dated Nov. 12, 1890.

Filed Nov. 26, 1890, 1.30 p m.

Vol. 10, Mtgs. page 322.

To

Geo. Brackett, and
wife.

Certifies that a mortgage executed by second party to first party herein to secure the payment of \$5000. dated Jan. 18, 1889, recorded in Vol. 5 of Mtgs. page 241, upon the premises therein described as:

NE $\frac{1}{4}$: W $\frac{1}{2}$ of SE $\frac{1}{4}$; Lot 2 and NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 24, Lots 1 and 2 of Sec. 23 all in Twp. 27 N of R 3 E. W. H. excepting the townsite of Edmonds. situated in Snohomish County, Washington, is fully paid, satisfied and discharged.

In witness whereof the Lombard Investment Company has caused these presents to be hereunto executed by its Vice President and Presiding Member on its behalf and its corporate seal hereunto affixed.

(Corporate Seal)

Ack. Nov. 15, 1890, before Jno A. Sly, Commissioner of Deeds for Washington, in Jackson County, Mo. by said officer. (Seal)

Inst. No. 24

Office No. 97.

George Brackett and

Mortgage.

Etta E. Brackett, his wife.

Dated Apr. 17, 1891.

To

Filed Apr. 18, 1891, 1.25 p.m.

E. W. Clarke.

Vol. 12 Mtgs. page 169.

This mortgage secures the payment of Three Thousand (\$3000) Dollars, in one fourth year from date hereof, evidenced by said first partys promissory note of even date herewith, bearing 1 per cent. per month interest according to the terms of said note .

Mortgages lands in Snohomish County, Washington,
described as:

Lot 1, Sec. 23, Twp. 27, N. R. 3 E., being $13\frac{1}{2}$ acres except part of riparian rights sold to the Minneapolis Realty & Investment Company. Also the south 25 acres of Lot 2 Sec. 24, Twp. 27, N. R. 3 E., and described as follows: Commencing at the north-east corner of said Lot 2 Sec. 24, Twp. 27, N. R. 3 E., thence south 30 rods for a place of beginning; thence west 80 rods; thence south 50 rods; thence east 80 rods; thence north 50 rods to place of beginning.

If the said principal and interest be not paid according to the terms thereof then the second party may sell the said lands as provided by law.

Ack. Apr. 17, 1891, before J. Wentz, Notary Public in and for Washington, residing at Seattle.

(Seal).

Sheet No. 26

Inst. no. 25

Office No. 238.

E. W. Clark.

Release.

To

Dated July 18, 1891.

George Brackett and

Filed July 22, 1891, 2.21 p.m.

Etta M. Brackett, his wife.

Vol. 12 Mtgs. page 482.

Con. \$1.

Certifies that a mortgage executed by second party to first party herein, dated Apr. 17, 1891, and recorded in Vol. 12 of Mortgages, on page 169, upon the premises therein described as:

Lot 1 of Sec. 23, Twp. 27, N.R. 3 E., being 13½ acres, more or less, except part of the riparian rights sold to Minneapolis Realty & Investment Company and also south 25 acres of Lot 2, Sec. 24, Twp. 27, N.R. 3 E., described as: Commencing at Northeast corner of said lot 2, Sec. 24, Twp. 27, N.R. 3 E., thence south 30 rods, for place of beginning, thence west 80 rods, thence south 50 rods; thence east 80 rods; thence north 50 rods to place of beginning, situated in Snohomish County, Washington, is fully paid, satisfied and discharged, as to the land described above and no more.

Ack. July 18, 1891, before C. E. Livermore, Notary Public in and for Washington, residing at Seattle.

(Se a l) .

Sheet No. 29

Inst. No. 26

Office No. 6.

George Brackett.

Declaration of Homestead.

To

Dated - - - -.

The Public.

Filed Mch. 11, 1897, 10.16a.m.

Vol. 12 Misc. page 34.

George Brackett as head of a family claims certain property as a homestead and declares his intention to reside thereon in the future as his home. Which lands are in Snohomish County, Washington, described as:

Commencing at the quarter corner between Sections 23 and 24, Twp. 27, N.R. 3 E., running thence east 1320 feet, thence north 405 feet, thence west 943 feet, thence North 26° east 467.9 feet, thence west to the meander line, thence southwesterly along the meander line to the point where it is intersected by the North Line of Edmonds Street; produced as shown by the Plat of the city of Edmonds, thence along the North line of Edmonds Street and the production thereof in a Southeasterly direction to a point 296 feet due south of point of commencement, thence North to place of beginning. The cash value thereof is \$1500.

Ack. Mch. 10, 1897, before Geo. F. Aust, Notary Public in and for Washington, residing at Seattle.

(No Notary seal shown of record).

Inst. No. 27

Office No. 29.

Frank R. Van Tuyl.

Execution No. 18093.

-vs-

Filed July 31, 1898, 2.20 p.m.

George Brackett and Etta R.

Vol. 3 W. of A. page 12.

Brackett.

The amount of this Execution is \$1193. and interest at 10% and including costs \$23.95, and affects lands described as:

Commencing at the Quarter corner between Secs. 23 and 24, in Twp. 27, N.R. 3 E.W.M., running thence east 1520 feet, thence north 405 feet, thence West 943 feet, thence North 26° east 467.9 feet, thence west to the quarter section line between Secs. 23 and 24, thence south to place of beginning, containing 25 acres, more or less. Also commencing at the southwest corner of George and Third Streets in the town of Edmonds, southerly along the West line of 3rd. Street 367 feet, thence westerly along the line between the lands of Geo. Brackett and one Hamlin to the meander line of Admiralty Inlet thence northerly along the said meander line to a point where said line intersects the South line of George street produced, thence easterly along the South line of George Street to the place of beginning, being part of the SW $\frac{1}{4}$ of Section 23, Twp. 27, N. R. 3 E. W. M.

(and other lands not included in this abstract).

Sheet No. 31

Inst. No. 28

Office No. 216.

Etta E. Brackett.

Deed.

To

Dated June 2, 1905.

Geo. Brackett, her husband.

Filed Sept. 30, 1905, 11.20 a.m.

Vol. 92 Deeds, page 268.

Con. \$1. and other value.

First party remises, releases and quit-claims unto second party, heirs and assigns, lands in Snohomish County, Washington, described as:

Commencing at the 1 section corner between sections 23 and 24, Twp. 27, N. R. 3 East, thence south 0° 00' 30" west along the line between said Sections 47.07 feet to the westerly line of 3rd Street, thence south 29° 17' 50" west along said Westerly line 207.68 feet to the northerly line of Edmonds Street; thence north 60° 42' 10" west along said Northerly line 572.08 feet to the easterly line of the County road, thence North 31° 27' 40" east along said Easterly line 275 feet, thence south 58° 32' 20" east 198 feet thence north 31° 27' 40" east 391.74 feet, thence south 89° 56' 50" east 510.30 feet, thence south 26° west 276.37 feet, thence easterly 1014.52 feet, more or less, thence southerly 268.24 feet, more or less, thence westerly 1320 feet, more or less, to place of beginning, said tract containing 15.68 acres.

Ack. June 2, 1905, before Robt. A. Hulbert, Notary Public in and for Washington, residing at Everett.

(Seal Com. Ex. Jan. 11, 1908).

Sheet No. 37

29 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF SNOHOMISH.

Etta E. Brackett, I

Plaintiff. :

-vs- I

George Brackett, :

Case No. 7661.

Defendant. I

Summons and Complaint, filed Oct. 11, 1905; Said complaint states that plaintiff and defendant inter-married in Seattle King County, Washington, June 20, 1877, and since said date have been and now are husband and wife, and as such resided together until as hereinafter set forth, and during all of said terms and for more than one year immediately prior to the commencing of this suit, said parties have been and now are , residents of Edmonds, Snohomish County, Washington; that the children of said defendants born of said marriage consist of six children, George Brackett, age 27 years; Fanny Brackett Sills , age 26 years; Nellie Brackett Sinclair, age 24 years, Ronald Brackett age 21 years; Edith Brackett age 14 years, and Mary Brackett, age 9 years, and that of said named children only two, Edith and Mary reside at home with this plaintiff; that the community constituted as aforesaid have accumulated and now own the following real and personal property, to-wit:

Lots 18 to 29 inclusive in Block 130 of the City of Edmonds.

7662---2.

which lots and block have been vacated by the council of the said City of Edmonds;

Also that certain tract described as beginning at a point on the Northerly line of Edmonds, St., of the original town of Edmonds, where the Westerly line of 3rd St., in said original town of Edmonds, intersects the said Northerly line of Edmonds St., thence Northerly along the Westerly line of 3rd St., produced, to its intersections with the south line of said block 130, thence Westerly along said south line of said block 130, to its intersection with the Northerly line of Edmonds St., thence easterly along the Northerly line of Edmonds Street to the point of beginning, the same being in the form of a triangle and being a portion of Daley St., as shown by the Plat of the City of Edmonds. All of the foregoing land is located north of Edmonds St., and west of 3rd St., produced, as shown by the Plat of the original town of Edmonds, and south of the north line of lot 2 in said lot 2 of Section 23, Township 27, North of Range 3 East W. M.

Also all of Lot 1 of Section 23, township 27, North of Range 3

East W.M., except the right of way of the Seattle and Montana Railway through said Lot 1 and except a tract of land heretofore conveyed to Ira Bartholomew, described as beginning at a point 220 feet North-erly from the northeast corner of Edmonds and Front Sts., in the town of Edmonds on the east side of Front St., thence running easterly at right angles to Front St. 198 feet, thence northerly at right angles 220 feet; thence westerly at right angles 198 feet
Sheet No. 34

No. 7681---3.

to the east line of Front St., thence southerly along said east line of Front St., 320 feet to the true point of beginning, containing one acre.

all

Also that part of the tract of land shown and indicated by the plat of Edmunds as "Mill Reserve", not heretofore sold or conveyed to the Seattle & Montana Railroad Company or to George Hales, to-wit: Beginning at the southeast corner of Lot 1 of Block 13 of the plat of Edmunds, thence running northerly along the westerly line of said block 13 to the intersection with the easterly line of the Seattle & Montana Railroad, thence southerly along the said right of way line to the intersection of George St., thence easterly along said George St., to the place of beginning.

Also a tract of land in Lot 2 of section 24, township 27, north of range 3 West W.M., described as follows; beginning at the south west corner of said lot 2, thence running easterly along the said south line of said lot 2 to the southeast corner of said lot, thence north 294 feet to a point, thence west 1013 feet to a point, thence north 26° east 624 feet to a point, thence west to the west line of lot 2, thence south to the place of beginning, containing 13.40 acres, more or less.

Also beginning at the intersection of the northerly line of Edmunds St. of the plat of Edmunds with the westerly line of the right of way of the Great Northern, thence north easterly along said
Sheet No. 35

No. 7661---4.

right of way 340 feet; thence westerly parallel to Edmonds st., to the inner Harbor line; thence southwesterly to the northerly line of Edmonds St., produced, to the intersection of the Inner Harbor line, thence easterly along said Edmonds St. produced, to the point of beginning, all in lots 1 and 2 of section 23, township 27, north of Range 3 E.W.M.

Also the following described mortgages, G. M. Schumaker to George Brackett, dated Feb. 23, 1894, \$425.; Mortgage, Samuel Schumaker and wife to George Brackett, dated June 20, 1891, \$200.00; Life Insurance Policy, \$5000.00; Life Insurance Policy \$1000.00 and certain farm stock and implements and household goods, and piano of the value of about \$750. and certain other house hold goods of the value of \$50.

That on or about June 2, 1905, plaintiff and defendant entered into a written agreement, to divide the above described property, which said division so made was obtained by fraud and coercion to ward plaintiff by defendant and was and is an unjust division, that plaintiff did not receive a just proportion of said community property, and that this plaintiff and defendant agreed to reside apart and defendant ^{agreed} he would furnish the necessaries of life, for the children Edith and Mary Brackett, which children were, it was agreed to reside with this plaintiff; that defendant has refused to so provide for said children, etc., that defendant has acted cruelly toward the plaintiff; that plaintiff has conducted herself as a good wife toward defendant and a good mother toward her said children, and is a suitable person to have the care and

custody and control of said minorchildren.

Prays that the bond of matrimony heretofore existing between plaintiff and defendant be forever and absolutely dissolved; that plaintiff be awarded exclusive care and custody and control of said children, Edith and Mary Brackett.

That the contract of division of the community property as above set forth be set aside and be decreed wholly null and void; that the court award to plaintiff one half of all the property owned by the said community and such sums of the support of the said minorchildren as shall be deemed just and such sums as counsel fees as to the court shall seem reasonable, and her costs and disbursements herein.

Said petition duly verified.

ANSWER: filed Dec. 1, 1905; recites answering defendant alleges that on June 2, 1903, the defendant was the owner in fee of all the real property and mortgages, life insurance policies described in said complaint; that there was pending in his honorable court on said day, and action for divorce, and in said suit the plaintiff sought to have certain sums paid to her for suit money, and alimony, and plaintiff and defendant entered into an agreement in writing to divide their property and exchange deeds and did exchange deeds each conveying to the other certain real property; denies that said agreement for the division of property was obtained by threats or frauds. (appended is the agreement referred to).

REPLY: filed Oct. 30, 1905;

In the superior court of the state of Washington,
for Snohomish County.

Etta V. Brackett, Plaintiff. |

-vs-

George Brackett, Defendant. |

No. 7661.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

Now on this 28th day of Nov. 1905, said cause coming on for final hearing and determination and the court being engaged in the trial of another cause, said cause was continued until November 29th, 1905, at which time and place both parties being present in open Court in person and by their respective Attorneys of record and each side having announced readiness for trial, whereupon witnesses having been sworn and examined in open Court for and on behalf of said parties and said cause having been heard on said day and continued on trial until November 1st, 1906, and said hearing being finished on said day and the court having heard the said testimony and the Statement of Counsel and being fully advised in the premises, does hereby make, file and enter its

FINDINGS OF FACT.

I.

That plaintiff and defendant inter-married at Seattle, King County, Washington, on June 20th, 1877, and since said day have been bona fide residents of Edmonds, Snohomish County, Washington.

No Sheet No 7.

No. 7661---8.

II.

That there was born the issue of said marriage, six children, but all have grown and left the parental care, except Edith Brackett, age 14 years and Mary Brackett, age 10 years.

III.

That on or about June 2nd, 1906, plaintiff and defendant entered into an agreement under the terms thereof a division of the property of said parties was made and mutual deeds exchanged dividing the real estate, and specifying certain articles of personal property as being thenceforth the property of each, free from any claim of the other, which said agreement of division of property is hereby confirmed by the Court as a fair division, except as follows, to-wit; in addition to the personal property therein awarded plaintiff, the piano in the old house be and the same is hereby awarded plaintiff and that the same should be removed and placed in plaintiff's home within ten days from the date of the signing hereof, and by the defendant; That in addition thereto plaintiff be given one hog; that in addition thereto plaintiff be awarded the sum of \$200.00 in cash to be paid by defendant, the sum of \$50. thereof within ten days herefrom and the remaining \$150.00 thereof within 30 days herefrom; that in lieu of the arrangement for support of the children of in

No. 7661---9.

said agreement set forth, plaintiff do have awarded her the monthly sum of \$25.00 per month for the support of herself and children, said sum to be paid by defendant in advance, on or before the 5th day of each and every month, until further order of this court.

IV.

That defendant has been guilty of great cruelty toward plaintiff and has rendered her life burdensome and that the parties can no longer live together as husband and wife and that a decree of divorce should be granted plaintiff under the prayer of her complaint, for the defendant has struck plaintiff and kicked her and has called her vile epithets and has sworn at her in anger in the presence of her female children.

V.

That plaintiff is a fit and proper person to have the care, custody and control of said minor children.

VI.

Done in open court this --- day of January, 1906.

Judge.

FROM THE FOREGOING FINDINGS OF FACT THE COURT MAKES THE FOLLOWING CONCLUSIONS OF LAW:

I.

That a decree of divorce be granted plaintiff forever dissolving the bonds of matrimony heretofore existing between plaintiff and defendant.

II.

That the care, custody and control of Edith Brackett, aged 14 years and Mary Brackett aged 10 y ars be awarded plaintiff, but that defendant be permitted to have said children visit him or to go with him in any reasonable manners heretofore, and that defendant pay to plaintiff in lieu of the agreement for the support of said children in an agreement heretofore entered into, the sum of \$25. per month for the support of herself and children, payable on or before the 5th day of each and every month in advance; that in addition to the personal property in said agreement awarded plaintiff defendant pay her the sum of \$200. in cash money payable \$50. within ten days herefrom, and the remainder within 60 days herefrom; that in addition to said personal property awarded plaintiff, she be given the piano now in the old house and defendant place said piano in plaintiff's home within ten days herefrom; that in addition thereto plaintiff be given one hog; that in all other respects said agreement be confirmed.

Done in open court this 25th day of Jan, 1906.

No. 7661---10.

filed Feb. 13, 1906.

DECREED: filed Oct. 13, 1906:

Now again come the parties and the court having heretofore made and entered its findings of Fact and Conclusions of Law and the Plaintiff having made her motion for final Decree thereof and the Court having heard said motion and duly considered thereof said motion is hereby granted and IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

That the bonds of matrimony heretofore existing between Etta H. Brackett and George Brackett, be and the same are hereby forever dissolved, set aside and held for naught.

That the care, custody and control of Edith Brackett aged 14 years and Mary Brackett aged 10 years, the minor children of said parties be and the same is hereby awarded to plaintiff.

That the division of the Real Property belonging to the parties hereto as evidenced by mutual deeds executed and delivered be and the same is hereby confirmed; that in addition ^{to} the personal property in said agreement awarded plaintiff, that there is hereby also awarded her the piano in the old house and defendant is hereby ordered to remove said piano to plaintiff's house within ten days herefrom; also defendant shall deliver to plaintiff one hog, now on the old place; defendant is hereby ordered to pay plaintiff the sum of \$200. cash money as follows, \$50. thereof with

Sheet No. 42

No. 7661--11.

ten days herefrom, and the remaining \$150. within sixty days herefrom, all in addition to the personal property in said agreement of division awarded plaintiff;; It is further ordered, that defendant pay for the support of Plaintiff and her said children the sum of \$23. per month which said sum shall be paid plaintiff on or before the 5th of each and every month in advance until further order of Court which said monthly allowance is made in lieu of the agreement of support in said agreement for a division of property contained.

Neither party hereto shall enter into a marriage contract with a third person within a period of six months herefrom.

It is further ordered that defendant pay all costs of this action.

Done in open court this 8th day of January, 1906.

W. W. BLACK, Judge.

PETITION FOR MODIFICATION OF DIVORCE DECREE: filed Sept. 21, 1906; Petitioner prays that an order be entered modifying the said decree as to the care and custody of the minor children mentioned in the said Decree.

AFFIDAVIT OF SERVICE: filed --; shows service on Etta E. Carpenter, formerly Etta E. Brackett, on Sept. 17, 1906.

ORDER RELATING TO SAID PETITION: FOR MODIFICATION OF DECREE filed Sept. 21, 1906.

ANSWER TO SAID PETITION: filed Sept. 21, 1906.
(No other papers filed up to this third (3) day of July, Nineteen Hundred and Nine (1909)).

Inst. No. 30

Office No. 631.

Etta E. Brackett, single.

Quit-claim Deed.

To

Dated Nov. 12, 1906.

George Brackett.

Filed Nov. 17, 1906, 8.23 a.m.

Vol. 94 Deeds, page 624.

Con. \$1.

First party conveys and quit-claims unto second party, lands in Snohomish County, Washington, described as:

All that part of Government Lot 1, Sec. 23, Twp. 27, N.R. 3 E.W.M. lying west of the present right of way of the Seattle & Montana Railroad which part or tract in Lot 1 is described as follows: Commencing at the northeast corner of Lot 6, Block 14 Plat of Town of Edmonds, thence northeasterly along Front Street to the north line of Edmonds Street for the true point of beginning (being a distance of about 60 feet), thence continuing northeasterly along the west line of the County Road or Front Street produced northeasterly for a distance of 340 feet, thence westerly to the Government meander line of Puget Sound, thence southwesterly along the Government meander line to the north line of Edmonds Street, produced westerly from said Plat of Town of Edmonds, thence easterly along said north line of Edmonds Street produced to the true point of beginning.

Ack. Nov. 12, 1906, before S. F. Street, Notary Public.
in and for Washington, residing at Edmonds.
(Seal Can. Ex. Nov. 19, 1907).

Sheet No. 44

Inst. no. 31

Office No. 113.

Etta E. Brackett, wife of
second party.

To
George Brackett.

Warranty Deed.

Dated June 2, 1905.

Filed Sept. 30, 1905, 11.21 a.m.

Vol. 98 Deeds, page 112.

Con. \$1.

First party grants, bargains, sells, conveys and confirms
unto second party, heirs and assigns, lands in Snohomish County,
Washington, described as:

All that part of Government Lot 2, Sec. 23, Twp. 27, N.R.
3 E.W.M., in town of Edmonds, lying immediately to the northwest
of the right of way of Seattle & Montana Railway and between George
Street and Bell Street in the said Town of Edmonds, and described
as follows: Beginning at a point on the line of the North-
westerly side of the right of way of the Seattle & Montana Railway
1050 feet northerly from the south line of said Lot 2, measured along
said line of the northwesterly side of the said right of way, which
is the true point of beginning, thence northeasterly along said line
of the northwesterly side of said right of way to its intersection
with the line of said southwesterly side of Bell Street in said
Town of Edmonds, thence northwesterly along said line of the south-
westerly side of Bell Street as produced northwesterly to the meander
line of Puget Sound, thence southwesterly along said meander line to
point on line drawn at right angles from true point of beginning,
thence southeasterly along said line drawn at right angles from said
true point of beginning, to said true point of beginning.

Covenants of general warranty.

Ack. June 2, 1905, before Robert A. Hulbert, Notary Public
in and for Washington, residing at Everett.

(Seal Com. Ex. Jan. 11, 1908).

Sheet No. 45

Inst. No. 33

Office No. 19.

William D. Perkins & Company,
by William D. Perkins, Manager.

To

The Public.

Notice of Appropriation of Water.

Dated Sept. 30, 1899.

Filed Oct. 6, 1899, 8.44 a m.

Vol. 14 Misc. page 38.

First party under an act of congress of the Washington Legislature relating to appropriation of water for manufacturing purposes, approved Mch. 9, 1891, claims and appropriates for the purpose of diversion the waters lying and being and flowing through Section 24, in Township 27 North of Range 3 East, Snohomish County, Washington, to the extent of 1000 cubic feet for the purpose of supplying Edmonds with water, and for manufacturing, electrical and domestic purposes.

The means to be used is a series of dams at points across the streams of water where this notice is posted, by the use of pipes, ditches and flumes.

Appended is an affidavit by William D. Perkins, over 21 years of age, to the effect that the foregoing notice was posted conspicuously and securely in said Section at a point 2500 feet from the Edmonds School House on the right bank of Shell Creek.

Subscribed and sworn to Oct. 5, 1899, before Ralph W. Emmons a Notary Public in and for Washington, residing at Seattle. (Seal, Com. Ex. Dec. 18, 1899.)

Inst. No. 34

Office No. 345.

Puget Sound Machinery Depot, a corporation, by W. H. H. Green, Pres.,
Thomas M. Green, Secretary.

Deed.

Dated June 5, 1902.
Filed Aug. 1, 1902, 8.38 a m.
Vol. 70 Deeds, page 459.
Con. \$200.

To

Wm. D. Perkins.

First party grants, bargains, sells, conveys and confirms unto second party, heirs and assigns, lands in Snohomish County, Washington, described as:

Lots 3 and 4 in Block e; Lots 17, 18, 19 and 20 in Block 39; Lots 21, 22, 23 and 24 in Block 40; lots 19, 20, 21, 22 and 23 in Block 67; Lots 6, 7, 32 and 33 in Block 76; Lots 30, 31 and 32 in Block 78; Lots 38, 39 and 40 in Block 87; Lot 7 in Block 97; Lots 29, 30, 31 and 32 in Block 98, in the City of Edmonds. and the right to lay and maintain a line of water pipe over the Northeast corner of Block 39 and Southwest corner of Block 40, and the Northeast corner of Block 67, and Southwest corner of Block 66, and South half of Block 80, Lot 21 Block 85, through Block 86, and across the $W\frac{1}{2}$ of Block 76 of the City of Edmonds, and said pipe line shall be removed if it interferes with the construction of houses and the same to be moved into streets when graded, together with the right to the party of the second part to appropriate at any point upon the lands of the second party or in any public street all streams of water flowing over the lands of the first party, which first party may claim or have a right to use, and first party waives the right in and to said water by appropriation or otherwise, but this agreement shall apply to the water only and not to the fee in the lands of the first party in Sections 24 and 26 in Twp. 27 N of R 3 E. W. M. and only to said lands in said Sections.

This deed is made subject to all unpaid taxes.

Covenants of general warranty.

In testimony whereof the said party of the first part has caused these presents to be executed by its President and Secretary thereunto duly authorized and has caused its corporate seal to be hereunto affixed.
(Corporate Seal.)

Ack. June 3, 1902, before Leons J. Rickard, a Notary Public in and for Washington, residing at Seattle, by said officers. (Seal, Com. Ex. Sept. 23, 1902.)

Sheet No. 48

Inst. No. 35

Office No. 157.

W. D. Perkins, and
C. E. Perkins, his wife.

Land Contract.

Dated Jan. 21, 1903.

Filed Jan. 27, 1903, 8.41 a m.

Vol. 18, Misc. page 341.

Con. \$1.

To

Edmonds Spring Water Company, a corporation.

First party remises, releases and quit-claims unto second party, all easements, property rights and privileges, Lots 27, 28 and 29 of Block 39; Lots 19, 20, 21, 22 and 23 in Block 67, Lots 32 and 33 in Block 76; Lots 30, 31 and 32 in Block 78 all in the City of Edmonds. Also a right to maintain a water pipe across the Northeast corner of Block 39, Southwest corner of Block 40, Northeast corner of Block 67, Southwest corner of Block 66, South half of Block 80, and across Lot 21 Block 85, also Block 86 and $W\frac{1}{2}$ of $S\frac{1}{2}$ of Block 76 in the City of Edmonds, said pipe line to be moved if it interferes with the construction of houses, and the right to appropriate at any point upon the land of the second party or in any public street or streams of water flowing over lands of the first party which first party may claim or have a right to use, and first party waives all rights to appropriate and use such water as the same flows over the lands of the first party in Sections 24 of Twp. 27 N of R 3 E. W. H. excepting lots 17, 18, 19 and 20 in Block 39, Lots 21, 22, 23 and 24 in Block 40, lots 6 and 7 in Block 76, lots 38, 39 and 40 in Block 87, Lots 7 in Block 97, lots 29, 30, 31 and 32 in Block 98 of the City of Edmonds.

Ack. Jan. 27, 1903, before J. M. Potter, a Notary Public in and for Washington, residing at Seattle. (Seal, Com. Ex. Mch. 7, 1904)

The Edmonds Water Company, a corporation, by W. D. Perkins, President,
C. E. Perkins, Treasurer.

Deed.

Dated Jan. 21, 1903.

Filed Jan. 27, 1903, 8.40 a m.

Vol. 18, Misc. page 337.

Con. \$8000.

To

Edmonds Spring Water Company, a corporation.

First party releases, remises and quit-claims unto second party successors and assigns, all rights, easements, and privileges property and property rights described as; the exclusive right to lay water pipes and mains and construct and maintain water works through and under the streets and alleys in the plat of the town of Edmonds as of record, and also all rights and interest in the waters flowing over and across a tract beginning 330 feet North and 1160 feet West of the Northeast corner of of the SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 24, thence North 185 feet and 6 tenths feet, thence West 626 feet, thence South 73.6 feet, thence East 66 feet, thence South 112 feet, thence East to the place of beginning, all in Sec. 24 Twp. 27 N of R 3 E. all so all the right, title and interest in the waters of Shell Creek as it crosses lands described as beginning at a point 177 feet East and 606 feet North 26° East of the Qr. Sec. line between Sections 23 and 24 Twp. 27 N of R 3 E. W. M. running thence North 26° E 156 feet, thence East 811 feet, thence South 140 feet, thence West 879 feet, to the place of beginning, containing 2- $\frac{1}{2}$ acres, also all right title and interest in the waters flowing over beginning at ordinary high tide on the shore of Puget Sound at a point 330 feet North from the Southwest corner of Lot 1, thence East and parallel to the South line of said Lot 1, 80 rods, thence North 330 feet, thence West to the meander line, thence southerly along the meander line to the point of beginning, less 2- $\frac{1}{2}$ acres conveyed to D. Carney, and less right of way, all in Sec. 24 Twp. 27 N of R 3 E. containing 6.7 acres. Also all right title and interest in the waters of a certain stream known as Shell Creek described as beginning at a point 177 feet East and 762 feet North 26° East of the Qr. corner between Secs. 23 and 24 in Twp. 27 N of R 3 E. W. M. thence North 26° East 156 feet, thence East 743 feet, thence South 140 feet, thence West 811 feet to the point of beginning, containing 1- $\frac{1}{2}$ acres, more or less.

In testimony whereof the said party of the first part has caused these presents to be executed by its President, and attested by its Secretary with its corporate seal thereto affixed under and by virtue of a resolution of its Board of Trustees duly passed.

(Corporate Seal)

Ack. Jan. 22, 1903, before J. M. Potter, a Notary Public in and for Washington, residing at Seattle by said officers. (Seal, Com. Ex. Mch. 7, 1904.)
Sheet No. 40

- - - Certificate. - - -

We hereby certify that the foregoing abstract of title, comprising instruments numbered one to 26 consecutively and consisting of 50 sheets, shows all instruments filed or recorded in the office of the County Auditor of Snohomish County, Washington, and all proceedings had in any Court of record holding terms in said County affecting the title to the following described real property, to wit:

Lot Ten (10) in Block One Hundred and Two (102) of the Plat of Brackett's First Addition to Edmonds, being a part of Lot Two (2) in Section Twenty-four (24), Township Twenty-seven (27), North of Range Three (3) East of the Willamette Meridian, situate in Snohomish County, Washington.

We further certify that there are no unsatisfied judgments against any grantee named in the within abstract affecting the title to said property, as shown by the Judgment Indices of the Superior Court of the State of Washington, in and for Snohomish County.

We further certify that there are no due and delinquent taxes on said premises, or unredeemed sales thereof for delinquent taxes shown by the tax rolls of the said Snohomish County in the office of the County Treasurer thereof.

(Except any personal taxes due or to become due for the year 1910).

We do not certify as to any taxes or assessments for local improvements on said property shown by the records of the city of Edmonds.

This certificate is up to this Nineth (9) day of April, Nineteen Hundred and Ten (1910), at Eight (8) o'clock A.M.

ANDERSON GUARANTEED ABSTRACT COMPANY.

By Theodor Anderson

5008

Part 1 of 2
The first part of the report is devoted to a description of the work done during the past year. It is divided into two sections, the first of which deals with the work done in the laboratory and the second with the work done in the field.

The second part of the report is devoted to a description of the work done during the past year. It is divided into two sections, the first of which deals with the work done in the laboratory and the second with the work done in the field.

The third part of the report is devoted to a description of the work done during the past year. It is divided into two sections, the first of which deals with the work done in the laboratory and the second with the work done in the field.

The fourth part of the report is devoted to a description of the work done during the past year. It is divided into two sections, the first of which deals with the work done in the laboratory and the second with the work done in the field.

The fifth part of the report is devoted to a description of the work done during the past year. It is divided into two sections, the first of which deals with the work done in the laboratory and the second with the work done in the field.

James C. Gurnea

67002

ABSTRACT OF TITLE

TO

Leah

Chapman

Chapman

Chapman

Edmonds

Snohomish County, Wash.

MADE FOR

Anderson Guarantee Abstract Co.

BY

ANDERSON GUARANTEE ABSTRACT CO.

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